

## REMARKS

The application includes claims 7-24 prior to entering this amendment.

The examiner objects to the title as not descriptive.

The examiner rejects claims 7-24 under 35 U.S.C. § 102(e) as being anticipated by Drott et al. (U.S. Patent 6,094,683).

The applicants amend claim 23.

The application remains with claims 7-24 after this amendment.

The applicants add no new matter and request reconsideration.

## Specification Objections

The applicants amend the title to more clearly describe that which the applicants' claim.

## Claim Rejections Under § 102

The examiner rejects claims 7-24 as old over Drott et al. The applicants traverse for the reasons that follow.

Claim 7 recites *the first switch means requests a connection by sending a set-up message means responsive to a request means from the originating means*. This claim recites two elements not present in Drott et al.: a set-up message means and a request means. The examiner proposes that Drott et al. teaches these features in Figure 3 and column 2, lines 48-et seq. See Office Action paragraph 22. However, Figure 3 and the referenced portion of column 2 merely describe how data is transmitted over single and bundled links, thereby presuming that a communication link (206) or links (306 and 307) are already established. So, not only does this portion of Drott et al. not teach a set-up message means and a request means, there would be no reason for it to, since it is describing transmission of data over links that already exist. The remaining disclosure of Drott et al. does not remedy this deficiency.

Claim 7 further recites *server means having multiple device means, each device means being coupled to the second switch means through a corresponding transmission means*. The examiner proposes that switch 126 is a second switch means, that the ports in switch 126 are server means, that the ports in switch 126 are multiple device means, and that "wires" (not shown in Drott et al. FIG. 1) are transmission means. See Office Action paragraph 22. There are many problems with this equivalence. First, it claims that the ports in switch 126 are both a server means and multiple device means. When an applicant uses different

terms in a claim it is permissible to infer that he intended his choice of different terms to reflect a differentiation in the meaning of those terms. *See Bancorp Servs., L.L.C. v. Hartford Life Ins. Co.*, 359 F.3d 1367, 1373 (Fed. Cir. 2004). “The use of [two] terms in close proximity in the same claim gives rise to an inference that a different meaning should be assigned to each. *See Ethicon Endo-Surgery, Inc. v. U.S. Surgical Corp.*, 93 F.2d 1572, 1579 (Fed. Cir. 1996) (stating that if two terms described a single element, ‘one would expect the claim to consistently refer to this element [with one or the other of the two terms], but not both, especially within the same clause’).” *Id.* Claim 7 recites both a server means and multiple device means within the same clause, so the ports of switch 126 in Drottat cannot anticipate both of these elements. Second, the proposed equivalence identifies ‘wires’ of Drottat as being equivalent to the recited transmission lines, but these ‘wires,’ which connect each device means to the second switch means, are not shown or described anywhere in Drottat. The links 138 and 139 cannot be the recited transmission lines because they connect the ports of switch 126 to end point device 106, neither of which are a device means. Finally, there is no teaching in Drottat to suggest that the ports shown in FIG. 1 are somehow separate from the switch 126, such that they could be classified as a separate server means.

For at least the reasons identified above, claim 7 and its dependent claims, 8-19, are allowable over Drottat and the applicants request allowance.

Further, the dependent claims recite many features not taught in Drottat including:

- Claims 8 and 9 – routing means reserving time slots. FIG. 3 of Drottat does not show any timeslots or any other communications on the links that would require time slot allocation.
- Claims 10 and 15 – blocking termination of a connection and set-up request means. Drottat does not teach that any communication requests are blocked.
- Claim 12 – the server means transmitting a message means to the routing means. Drottat does not teach a server means transmitting a message to fabric manager 120.
- Claim 14 – a common channel signaling message sent between the routing means and the second switch means. Drottat does not teach that any messages are sent between fabric manager 120 and switch 126.
- Claims 17 and 18 – routing means integrated into the first or second switch means. FIG. 1 of Drottat shows the fabric manager 120 as separate from the switches 124 and 126 and does not teach or suggest anywhere else in its disclosure that they can be integrated together.

For at least these additional reasons, claims 8-10, 12, 14-15, and 17-18 are allowable over Drottat and the applicants request allowance.

Regarding claim 20, the claim recites *receiving a set up message from a source client*. Nothing in Drottat teaches receiving a set up message from a source client. The entire disclosure of Drottat assumes that a connection exists between both nodes at power-up, and the nodes begin using this connection immediately by sending idle characters to each other. See Drottat column 5, lines 24-34. Claim 20 further clarifies that the set up message requests a first communication link between the source client and a termination client. Given the teachings of Drottat referenced above (column 5, lines 24-34), there is no need for a source node in Drottat to request a first communication link because it is already communicating with a receiving node as soon as it powers-up. The examiner proposes that Drottat teaches this feature at column 2, line 48-et seq. See Office Action paragraph 18a. However, this portion of Drottat simply describes how packets of information are transmitted over a single link. See Drottat column 2, lines 48-49. Drottat says nothing about how this single link is established or that the establishment of the single link includes receiving a set up message from a source client, as recited in the claim. Nothing in the remaining disclosure of Drottat remedies this deficiency.

Claim 20 further recites *detecting a request for a second communication link from the source client*. The examiner proposes that Drottat teaches this feature at column 7, lines 20-30. See Office Action paragraph 18b. However, this section of Drottat describes how fabric manager 120 can reconfigure nodes in response either to polls to the nodes or interrupts sent by the nodes. The interrupts notify fabric manager 120 of network congestion. See Drottat column 7, lines 20-23. There is nothing in Drottat to suggest that an interrupt in response to network congestion is a request for a second communication link, as recited in claim 20.

For at least these reasons, claim 20 and its dependent claims, 21-24, are allowable over Drottat and the applicants request allowance.

Further regarding claim 23, the claim recites *receiving a signaling channel message requesting connection on a transmission facility serving the terminating device*. The examiner does not point to any specific teachings of Drottat that suggest this feature and despite a thorough analysis of Drottat, the applicants find nothing in Drottat that teaches receiving a signaling message requesting connection on a transmission facility serving a terminating device, as recited claim 23. For this additional reason, claim 23 is allowable over Drottat and the applicants request allowance.

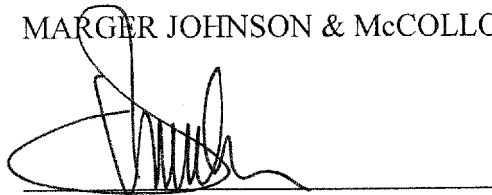
Further regarding claim 24, the claim recites *blocking connection requests for the second communication link on any transmission facility that does not directly serve the terminating device*. As established above with respect to claim 20, Drottar does not teach receiving a request for a second communication link. Further, even if Drottar did teach receiving a request for a second communication link, it doesn't teach blocking such a request for any transmission facility that does not directly serve a terminating device. The examiner points to column 7, lines 31-54 of Drottar as teaching this feature, but this section of Drottar merely describes how fabric manager 120 manages a link failure. It says nothing about blocking a request for a communication link, as recited in the claim. For this additional reason, claim 24 is allowable over Drottar and the applicants request allowance.

### Conclusion

For the foregoing reasons, the applicants request reconsideration and allowance of remaining claims 7-24. The applicants encourage the examiner to telephone the undersigned at (503) 222-3613 if it appears that an interview would be helpful in advancing the case.

Respectfully submitted,

MARGER JOHNSON & McCOLLOM, P.C.



Graciela G. Cowger  
Reg. No. 42,444

MARGER JOHNSON & McCOLLOM, P.C.  
210 SW Morrison Street, Suite 400  
Portland, OR 97204  
503-222-3613  
**Customer No. 20575**

COPY